

**TROY CITY COUNCIL
SPECIAL MEETING AGENDA
August 20, 2020
7:00 P.M.**

Pledge of Allegiance
Roll Call
Presentation of Agenda
Public Forum (*see end of agenda for instructions)

LOCAL LAWS

ORDINANCES

65. Ordinance Approving A Grant Of Easement To Niagara Mohawk Power Corporation (Council President Mantello) (At The Request of The Administration) **Pending Finance Meeting, August 20
66. Ordinance Authorizing A Credit For Any Penalty Imposed On Water Bills Due On August 7, 2020, For Cycles 54, 55, And 56 (Council President Mantello) (At The Request of The Administration) **Pending Finance Meeting, August 20
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RESOLUTIONS

90. Resolution Adopting Rensselaer County Hazard Mitigation (Council President Mantello) (At The Request of The Administration) **Pending Finance Meeting, August 20
-

***PUBLIC FORUM**

Due to the current COVID-19 crisis and pursuant to Governor Andrew Cuomo's Executive Order No. 202.1, this meeting shall be held remotely via videoconferencing and live-streamed on the City Council's YouTube channel at <https://www.youtube.com/troycitycouncil>. Troy residents who wish to comment during the public forum at the beginning of the meeting must have the ability to join the Zoom meeting via computer or phone and will be required to pre-register for the meeting. The link to register for the meeting will be posted at least 24 hours before the meeting at <http://www.troyny.gov/government/city-council/agenda-minutes/> and sent out through the City Clerk's public notices email list (sign up at <http://eepurl.com/dBKfP5>). You must register for the meeting by 3 pm on the day of the meeting.

Public forum participants will be placed in a virtual waiting room until it is their turn to speak, in the order they sign into the meeting. Per the City Council, written comments will not be read aloud at this meeting but will be added to the meeting minutes. Written comments to be added to the meeting minutes should be sent to mara.drogan@troyny.gov and must be received by 3 pm on the day of the meeting. You must include your full name and residential address, as required by Council rules. Written comments received after 3 pm shall be treated as correspondence and forwarded to the Council for their review.

**ORDINANCE APPROVING A GRANT OF EASEMENT TO NIAGARA
MOHAWK POWER CORPORATION**

The City of Troy, in City Council convened, ordains as follows:

Section 1. Niagara Mohawk Power Corporation has asked the City of Troy to grant a perpetual Easement through City lands commonly identified as 3 Landfill Road, and located as more fully described in the “Grant of Easement” with Easement Sketch attached hereto and made a part hereof.

Section 2. Niagara Mohawk will use the Easement to construct poles and power lines that will connect the Monolith Solar array at the former Troy Landfill site to Niagara Mohawk’s electric power grid in order to supply electric power to Monolith’s transformers.

Section 3. The terms, conditions, and covenants of the Easement are stated in the attached Grant of Easement. The planned facilities, as well as the rights to use and maintain them within the Easement area, are reasonably consistent with the current uses of the surface lands.

Section 4. The Mayor is authorized to execute on behalf of the City of Troy a Grant of Easement that conforms in all material respects to the attachment hereto.

Section 5. This Ordinance shall take effect immediately.

Approved as to form, _____, 2020

Richard T. Morrissey, Corporation Counsel



Monica Kurzejeski
Deputy Mayor, City of Troy

Office of the Deputy Mayor
City Hall
433 River Street
Troy, New York 12180

Phone: (518) 279-7130
Fax: (518) 270-4546
Monica.kurzejeski@troyny.gov

August 13, 2020

Re: National Grid Easement – Next Era “Monolith” Solar Project on the Landfill

This easement is required to run the power required for the transformers for the solar project on the landfill. A map is provided to identify the location.

GRANT OF EASEMENT

City of Troy 433 River Street, Troy, New York 12180 (hereinafter referred to as “Grantor”), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as “Grantee”), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the “Easement”) in, under, through, over, across, and upon the Grantor’s land, as described in Section 2 below (the “Grantor’s Land”).

Section 1 – Description of the Easement. The “Easement” granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the “Facilities”), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor’s Land described in Section 3 below (the “Easement Area”), and the highways abutting or running through the Grantor’s Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor’s Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor’s Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Description of Grantor’s Land. The “Grantor’s Land” is described in a certain Deed recorded in the **Rensselaer** County Clerk’s Office in Liber **555** of Deeds at Page **404** and consists of land described as being part of Tax Parcel No. **112.-4-36.11** of the City of **Troy**, County of **Rensselaer**, New York, commonly known as **3 Landfill Road “Landfill”**.

Section 3 – Location of the Easement Area. The “Easement Area” shall consist of a portion of the Grantor’s Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, “**Work Request # 25756297**” which sketch is attached hereto as **Exhibit A** and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with **Exhibit A** hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee’s prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor’s Land; and the Grantor will forever warrant title to the Grantor’s Land.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor(s) has/have duly executed this Grant of Easement under seal this _____ day of _____, 20____.

City of Troy

_____(L.S.)
Signature of Grantor

_____(L.S.)
Title

State of _____

County of _____

On the ____ day of _____ in the year 20____, before me, the undersigned, personally **appeared** _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

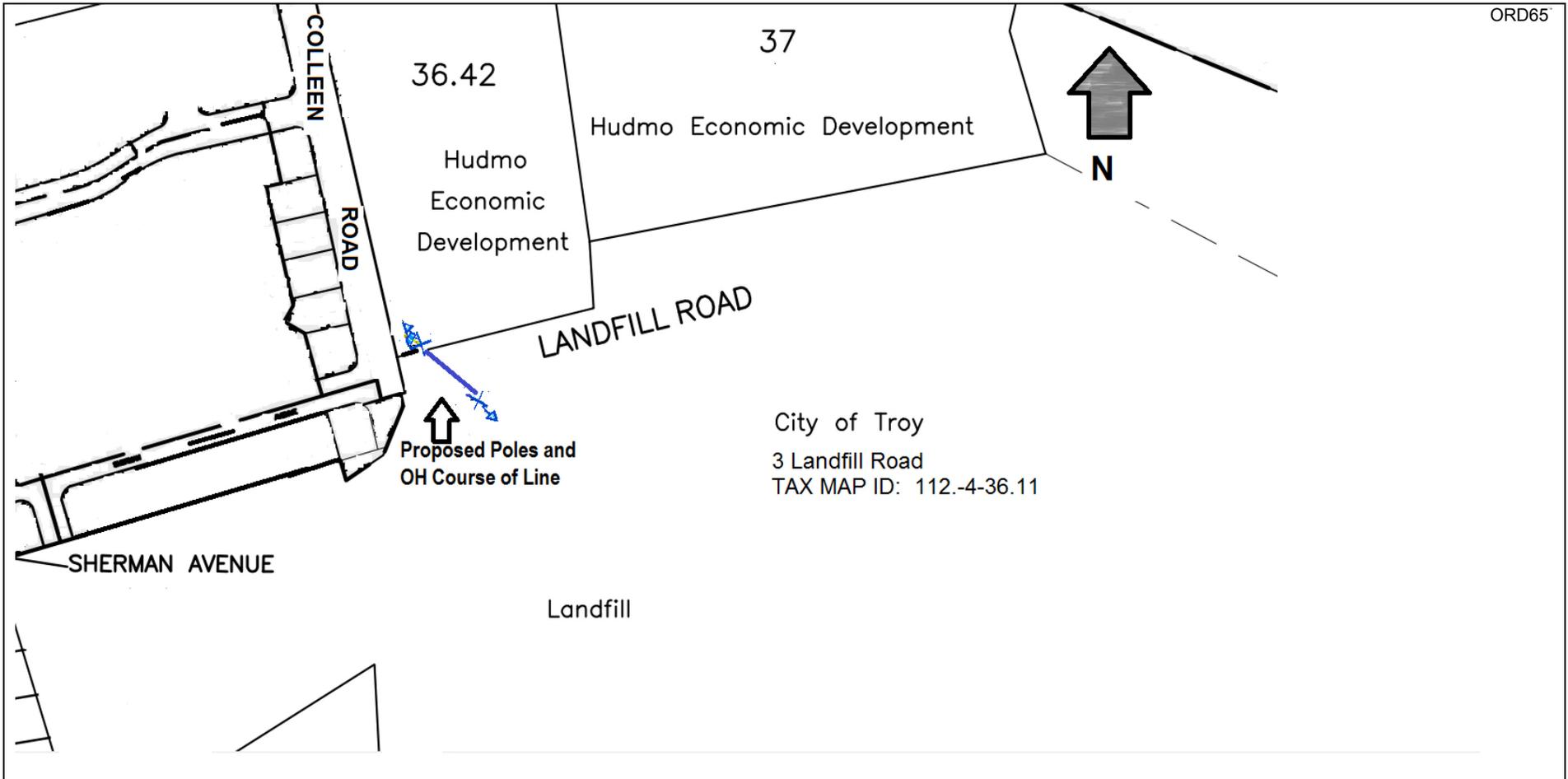
Complete for ALL Grantors: Please print name and address of Grantor(s) (If Grantor is other than an individual(s), print name and address of Company and include name and title of signer):

Name(s):		Address:	433 River Street		
Company:	City of Troy.	City/Village/Town:	Troy		
Title:		State:	NY	Zip Code:	12180

For County Clerk Only:

PLEASE RECORD & RETURN TO:
 National Grid
 Attention: Halina Gajewski
 Right of Way & Survey Engineering
 1125 Broadway
 Albany, NY 12204

WR # **31-20-25756297 (7301)**



WR25756297	EASEMENT SKETCH	NOT TO SCALE
<p>Designer: Carl Bonacquisti</p> <p>ROW Agent: Rosita Myers</p> <p>Date: August 5, 2020</p> <p>EXHIBIT A Electric Work Request Number (WR25756297)</p>	<p>Proposed Installation on Lands of</p> <p>CITY OF TROY (Landfill) City of Troy County of Rensselaer TAX MAP ID: 112.-4-36.11</p>	<p>nationalgrid</p>

**ORDINANCE AUTHORIZING A CREDIT FOR ANY PENALTY IMPOSED ON
WATER BILLS DUE ON AUGUST 7, 2020, FOR CYCLES 54, 55, AND 56**

The City of Troy, in City Council convened, ordains as follows:

- Section 1.** Troy Water Rules & Regulations Schedule VIII establishes a penalty charge for unpaid water bills of 5% of the total unpaid bill, to be applied the day after the due date.
- Section 2.** Because of delivery errors, a number of water bills were not delivered to property owners on time.
- Section 3.** As a result, certain property owners were unable to pay their bills on or before the due date.
- Section 4.** As a corrective measure in these unique circumstances, the Treasurer shall issue a credit for any penalty imposed on unpaid water bills that were due on August 7, 2020, for billing cycles 54, 55, and 56.
- Section 5.** This ordinance shall take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

Due to a delivery error, certain water bills were not delivered by the due date for the third quarter. Some may not have been delivered at all. The City Comptroller's Office has investigated the matter and believes that this was not a City error.

Third quarter bills for three billing cycles were affected - 54, 55, and 56.

This ordinance effectively negates all penalties imposed on unpaid bills in those billing cycles.

RESOLUTION ADOPTING RENSSELAER COUNTY HAZARD MITIGATION

WHEREAS, the City of Troy, New York, with assistance from AECOM and Rensselaer County Bureau of Public Safety, has gathered information and prepared the Rensselaer County Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, the Rensselaer County Multi-Jurisdictional Hazard Mitigation Plan has been prepared in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the City of Troy, New York, is a local unit of government that has afforded its citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, the City of Troy, New York, has reviewed the Plan and affirms that the Plan will be updated no less than every five years.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Troy, New York, hereby adopts the Rensselaer County Multi-Jurisdictional Hazard Mitigation Plan as approved by FEMA and New York State as this jurisdiction's Natural Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

Approved as to form, _____, 2020

Richard T. Morrissey, Corporation Counsel



Monica Kurzejeski
Deputy Mayor, City of Troy

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August 13, 2020

Re: Adoption of the County Hazard Mitigation Plan

The Rensselaer County Bureau of Public Safety is proud to announce that after review by New York State Division of Homeland Security and Emergency Services and FEMA, that the Rensselaer County Multi-Jurisdictional Hazard Mitigation Plan has been approved to meet the standards for Hazard Mitigation Plans. The next step in the process is for every municipality to adopt this plan through resolution.

Below is the link to the Mitigation Plan which is up for adoption on the Rensselaer County website. The final copy will be uploaded as soon as possible but the link will remain the same. Upon passing a resolution for adoption, you will need to return a copy of the resolution back to me **no later than Friday, August 28th**.

<https://www.rensco.com/wp-content/uploads/2020/08/RensselaerCoHazMitPlan-MainText-FINAL-Jul2020.pdf>

Rensselaer County Multi-Jurisdictional Hazard Mitigation Plan Update



Natural hazards are a part of life throughout Rensselaer County. All of these hazard events have the potential to cause property loss, economic hardship, environmental degradation, and threats to public health and safety including loss of life. An important part of emergency management involves hazard mitigation

planning aimed at minimizing these impacts and improving resiliency. The Plan describes the hazard risks that can occur, identifies vulnerable community assets, and presents mitigation strategies comprised of actions and projects that will be implemented to reduce key hazard risks.

Purpose and Need for the Plan

The Multi-Jurisdictional Natural Hazard Mitigation Plan for Rensselaer County was adopted in 2011 to meet the requirements of the Disaster Mitigation Act of 2000 (or "DMA 2000"). The Plan allows for potential future Federal Emergency Management Agency (FEMA) funding opportunities for participating jurisdictions to implement hazard mitigation projects. Its development was led by the County, and planning costs were offset by a FEMA planning grant. The County opted to use what FEMA calls a "multi-jurisdictional" approach as a form of municipal shared service, meaning that instead of just being a plan for the County government, every municipality participated as an equal partner. As such, the plan includes information

for each municipality that has been adopted at the local level. The Plan also includes a capability assessment, risk assessment, mitigation strategies, and utilization and maintenance guide. To remain in compliance with DMA 2000, and maintain eligibility to apply for FEMA mitigation project funding, the plan must be updated regularly. The County has once again obtained FEMA grant funding for this first plan update. Representatives from each municipality and various stakeholder groups within the County, as well as the public, will have opportunities to attend meetings and provide feedback throughout the plan update process.

For More Information

For questions or other feedback, or to find out how you can become involved, please contact Jay Wilson, Director, and Rensselaer County Bureau of Public Safety at 518-266-7676 or at JWilson@rensco.com.

Information is also available on our web site at: <http://www.rensco.com/departments/public-safety/hazard-mitigation-planning/>

Planning Timeline

- The initial hazard mitigation plan was adopted in 2011
- Regular updates are required by FEMA
- The first plan update process began in October 2018 and is targeted for completion in 2019

Natural hazard events cannot be prevented from occurring. However, by implementing the hazard mitigation projects identified in the Plan, we can reduce vulnerabilities, risks, and future damage. Over time, our hazards will result in fewer disasters.

